

1 THE HONORABLE TIFFANY M. CARTWRIGHT  
2 U.S. MAGISTRATE JUDGE GRADY J. LEUPOLD  
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12 UNITED STATES DISTRICT COURT  
13 FOR THE WESTERN DISTRICT OF WASHINGTON  
14 AT TACOMA  
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17 CHRIS ADAMSON, an individual; JASON  
18 BRAY, an individual; LUCAS COLE, an  
19 individual; SHAUN DARBY, an individual;  
20 CYNTHIA FAJARDO, an individual;  
21 JAMES MAAS, an individual; DARRIN  
22 RAYNER, an individual; ELIZABETH  
23 REIGLE, an individual; RYAN OLIVAREZ,  
24 an individual,

13 Plaintiffs,  
14 vs.

15 PIERCE COUNTY, a local government;  
16 PIERCE COUNTY DEPUTY  
17 PROSECUTING ATTORNEYS JAMES  
18 SCHACHT AND FRED WIST, officially and  
19 individually; SHERIFF PAUL PASTOR,  
20 officially and individually; and ACTING  
21 SHERIFF AND UNDERSHERIFF BRENT  
22 BOMKAMP, officially and individually,

23 Defendants.  
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NO. 3:21-cv-05592 - TMC

Fed. R. Civ. P. 502(d) STIPULATED  
PROTECTIVE ORDER

21 1. PURPOSE

22 In order to facilitate speedy and efficient conclusion of discovery, the production of  
23 privileged or work-product protected documents, electronically stored information (“ESI”) or  
24 other information in materials identified in paragraph 2 below, whether inadvertent or otherwise,

1 is not a waiver of the privilege or protection from discovery in this case or in any other federal or  
 2 state proceeding. This Order shall be interpreted to provide the maximum protection allowed by  
 3 Federal Rule of Evidence 502(d). The provisions of Fed. R. Evid. 502(b) do not apply.

4 Accordingly, the parties hereby stipulate to and petition the court to enter the following  
 5 Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR  
 6 26(c). It does not apply to or confer blanket protection on all disclosures or responses to  
 7 discovery, the protection it affords from public disclosure and use extends only to the limited  
 8 information or items that are entitled to confidential and privileged treatment under the  
 9 applicable legal principles, and it does not presumptively entitle parties to file confidential and  
 10 privileged information under seal.

11 2. **MATERIALS PRODUCED RELATED TO PLT. CYNTHIA FAJARDO'S FIRST SET**  
**OF INTERROGATORIES AND REQUESTS FOR PRODUCTION AS FOLLOWS**

- 12 • **REQUEST FOR PRODUCTION NO 4: ADAMSON DEF PC 1563634-1563636**
- 13 • **REQUEST FOR PRODUCTION NO. 5: ADAMSON DEF PC 1569493-1571561 -**
- 14 • **REQUEST FOR PRODUCTION NO. 6: ADAMSON DEF PC 1571562-1571567;**  
**ADAMSON DEF PC 1571570-1571610 ADAMSON DEF PC 1571625-1571642;**  
**ADAMSON DEF PC 1571647-1571838; ADAMSON DEF PC 1571840-1571841;**  
**ADAMSON DEF PC 1571843-1572100**
- 15 • **REQUEST FOR PRODUCTION NO 8: ADAMSON DEF PC 1572101-1572120;**  
**ADAMSON DEF PC 1572128-1572138; ADAMSON DEF PC 1572140; ADAMSON**  
**DEF PC 1572141-1577483; ADAMSON DEF PC 1577485-1577502; ADAMSON DEF**  
**PC 1577504-1577505; ADAMSON DEF PC 1577507-1578725**
- 16 • **REQUEST FOR PRODUCTION NO. 9: ADAMSON DEF PC 1578726-1587180**
- 17 • **REQUEST FOR PRODUCTION NO. 19: 200K DOCUMENTS**
- 18 • **REQUEST FOR PRODUCTION NO. 28: KAWYNE LUND FILES & NOTES**  
**ADAMSON DEF PC 421941-422691**
- 19 • **PROSECUTOR FILE OR "PFILE" FOR CORONEL BENITEZ CASE, CAUSE**  
**NO. 20-1-01014-8.**

20 3. **SCOPE**

21 The protections conferred by this agreement cover not only the materials (as identified  
 22 above), but also (1) any information copied or extracted from the materials; (2) all copies,  
 23

1 excerpts, summaries, or compilations; and (3) any testimony, conversations, or presentations by  
2 parties or their counsel that might reveal the materials.

3 **4. ACCESS TO MATERIALS**

4       4.1     Privileged or work-product protected material may be disclosed only to the  
5 categories of persons and under the conditions described in this agreement. Privileged or work-  
6 product protected documents must be stored and maintained by a receiving party at a location  
7 and in a secure manner that ensures that access is limited to the persons authorized under this  
8 agreement.

9       4.2     Unless otherwise ordered by the court or permitted in writing by the designating  
10 party, a receiving party may disclose any confidential and privileged material only to:

- 11              (a)     the receiving party's counsel of record in this action, as well as employees  
12 of counsel to whom it is reasonably necessary to disclose the information for this litigation;  
13              (b)     Shawn Darby, Cynthia Fajardo, Elizabeth Reigle;  
14              (c)     the court, court personnel, and court reporters and their staff;  
15              (d)     the author or recipient of a document containing the information or a  
16 custodian or other person who otherwise possessed or knew the information.

17       4.3     Before filing confidential, privileged or work-product protected documents or  
18 discussing or referencing such material in court filings, the filing party shall confer with the  
19 designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the  
20 designating party will remove the privilege designation, whether the document can be redacted,  
21 or whether a motion to seal or stipulation and proposed order is warranted. During the meet and  
22 confer process, the designating party must identify the basis for sealing the specific confidential  
23 information at issue, and the filing party shall include this basis in its motion to seal, along with  
24 any objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures

1 that must be followed and the standards that will be applied when a party seeks permission from  
 2 the court to file material under seal. A party who seeks to maintain the confidentiality of its  
 3 information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the  
 4 party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal  
 5 being denied, in accordance with the strong presumption of public access to the Court's files.

6 **5. CHALLENGING CONFIDENTIAL AND PRIVILEGE DESIGNATIONS**

7       5.1 Any party or non-party may challenge a designation of confidentiality at any time.  
 8 Unless a prompt challenge to a designating party's privilege designation is necessary to avoid  
 9 foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or  
 10 delay of the litigation, a party does not waive its right to challenge a designation by electing not  
 11 to mount a challenge promptly after the original designation is disclosed.

12       5.2 The parties must make every attempt to resolve any dispute regarding privileged  
 13 designations without court involvement. Any motion regarding privileged designations or for a  
 14 protective order must include a certification, in the motion or in a declaration or affidavit, that  
 15 the movant has engaged in a good faith meet and confer conference with other affected parties in  
 16 an effort to resolve the dispute without court action. The certification must list the date, manner,  
 17 and participants to the conference. A good faith effort to confer requires a face-to-face meeting  
 18 or a telephone conference.

19       5.3 If the parties cannot resolve a challenge without court intervention, the  
 20 designating party may file and serve a motion to retain confidentiality under Local Civil Rule 7  
 21 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any  
 22 such motion shall be on the designating party. Frivolous challenges, and those made for an  
 23 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
 24 may expose the challenging party to sanctions. All parties shall continue to maintain the material

1 in question as confidential until the court rules on the challenge.

2     6.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
3         LITIGATION

4             If a party is served with a subpoena or a court order issued in other litigation that compels  
5 disclosure of any information or items designated in this action as privileged, that party must:

6                 (a)     promptly notify the designating party in writing and include a copy of the  
7 subpoena or court order;

8                 (b)     promptly notify in writing the party who caused the subpoena or order to  
9 issue in the other litigation that some or all of the material covered by the subpoena or order is  
10 subject to this agreement. Such notification shall include a copy of this agreement; and

11                 (c)     cooperate with respect to all reasonable procedures sought to be pursued  
12 by the designating party whose confidential material may be affected.

13     7.     UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14             If a receiving party learns that, by inadvertence or otherwise, it has disclosed privileged  
15 material to any person or in any circumstance not authorized under this agreement, the receiving  
16 party must immediately (a) notify in writing the designating party of the unauthorized  
17 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,  
18 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of  
19 this agreement, and (d) request that such person or persons execute the "Acknowledgment and  
20 Agreement to Be Bound" that is attached hereto as Exhibit A.

21     8.     NON TERMINATION AND RETURN OF DOCUMENT

22             Within 60 days after the termination of this action, including all appeals, each receiving  
23 party must return all confidential material to the producing party, including all copies, extracts and  
24 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all

1 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
2 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
3 work product, even if such materials contain confidential material.

4 The confidentiality obligations imposed by this agreement shall remain in effect until a  
5 designating party agrees otherwise in writing or a court orders otherwise.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 DATED: December 22, 2023

III BRANCHES LAW, PLLC

8 s/ JOAN K. MELL (approved to add e-signature)  
9 JOAN K. MELL / WSBA #21319  
Attorney for Plaintiffs

10 DATED: December 22, 2023

MARY E. ROBNETT  
Prosecuting Attorney

12 s/ FRANK CORNELIUS  
FRANK CORNELIUS, WSBA # 29590  
Pierce County Prosecutor / Civil  
930 Tacoma Avenue South, Suite 946  
Tacoma, WA 98402-2102  
Ph: 253-798-6514 / Fax: 253-798-6713  
frank.cornelius@piercecountywa.gov

16 PURSUANT TO STIPULATION, IT IS SO ORDERED that pursuant to Fed. R. Evid.  
17 502(d), the production of the documents, electronically stored information (ESI) or information  
18 in materials identified in paragraph 2 above, whether inadvertent or otherwise, in this  
19 proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding,  
20 constitute a waiver by the producing party of any privilege applicable to those documents,  
21 including the attorney-client privilege, attorney work-product protection, or any other privilege  
22 or protection recognized by law. This Order shall be interpreted to provide the maximum  
23 protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply.  
24 Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review

1 of documents, ESI or information (including metadata) for relevance, responsiveness and/or  
2 segregation of privileged and/or protected information before production. Information produced  
3 in discovery that is protected as privileged or work product shall be immediately returned to the  
4 producing party.

5 DATED: December 26, 2023

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Tiffany M. Cartwright  
United States District Court Judge

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on [date] in the case of **Adamson et al v Pierce County et al , Fed. Dist. Ct. Case No. 3:21- cv-05592**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand that knowledge that failure to so comply could expose me to sanctions and punishment in the event of contempt. I solemnly promise that I will not disclose in any manner any information or that is subject to this Stipulated Protective Order to any person or entity except in strict accordance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where sworn and signed:

Printed name:

Signature: